IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.826 OF 2004
IN
SUMMARY SUIT NO.4354 OF 2001

Citi Bank N.A. ..Plaintiffs

Vs.

Radiant Devices and Ors. ..Defendants

Ms.Rekha Tawde for the plaintiffs

Mr.N.K.Mesri for defendant no.1 and 2

Ms.Sonal i/b A.K.Bakshi for defendant no.3, 5 and 6

CORAM : S.U.KAMDAR, J
DATED : 3RD OCTOBER, 2005

P.C.:

. The suit is filed for the recovery of loan lent and advanced by the plaintiffs bank to defendants. However, the learned counsel for the plaintiff relies upon promissory note at Ex.B. The claim is for Rs.3,95,882.54 with interest thereon. The learned counsel for the plaintiffs states that balance amount has been paid in instalment for repayment of the loan. It is clear that suit is for loan account. Promissory note is a mere collateral security. In that view of the matter, Summons for Judgment is dismissed. Unconditional leave to defend is granted. Suit is transferred to

the list of Commercial Causes. Written Statement or points of defence to be filed within four weeks from today. Affidavits, list of documents to be filed within four weeks thereafter. Inspection within four weeks thereafter. Suit to be on board of the learned Judge taking Commercial Causes.